

00- R-1580

(Do Not Write Above This Line)

A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEORGIA POWER COMPANY FOR THE TEMPORARY RELOCATION OF OVERHEAD POWER LINES, ENGINEERING DESIGN OF PERMANENT RELOCATED SUBSURFACE TRANSMISSION LINES AND PURCHASE OF LONG-LEAD EQUIPMENT TO BE INSTALLED IN A NEW SUBSTATION NECESSITATED BY THE CONSTRUCTION OF THE FIFTH RUNWAY PROJECT AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$6,847,466.00 FOR COSTS INCURRED BY GEORGIA POWER IN CONNECTION THEREWITH; TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 529010 R21E050693CG; AND FOR OTHER PURPOSES.

ADOPTED BY  
NOV 06 2000

COUNCIL

- ☐ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

Committee <i>Transportation</i>	Committee _____
Date <i>11-6-00</i>	Date _____
Chair _____	Chair _____
Action: Fav, Adv, Hold (see rev. side) Other: _____	Action: Fav, Adv, Hold (see rev. side) Other: _____
Members _____	Members _____
Refer To _____	Refer To _____

Committee <i>Transportation</i>	Committee _____
Date <i>11-6-00</i>	Date _____
Chair <i>[Signature]</i>	Chair _____
Action: Fav, Adv, Hold (see rev. side) Other: _____	Action: Fav, Adv, Hold (see rev. side) Other: _____
Members <i>[Signature]</i>	Members _____
Refer To <i>[Signature]</i>	Refer To _____

FINAL COUNCIL ACTION

- ☐ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings /  
☐ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED  
NOV 6 2000  
*[Signature]*

ACTING COUNCIL PRESIDENT PROTEM

CERTIFIED  
NOV 06 2000  
*[Signature]*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED  
NOV 4 2000  
*[Signature]*

**A RESOLUTION**

**BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEORGIA POWER COMPANY FOR THE TEMPORARY RELOCATION OF OVERHEAD POWER LINES, ENGINEERING DESIGN OF PERMANENT RELOCATED SUBSURFACE TRANSMISSION LINES AND PURCHASE OF LONG-LEAD EQUIPMENT TO BE INSTALLED IN A NEW SUBSTATION NECESSITATED BY THE CONSTRUCTION OF THE FIFTH RUNWAY PROJECT AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$6,847,466.00 FOR COSTS INCURRED BY GEORGIA POWER IN CONNECTION THEREWITH; TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 529010 R21E050693CG; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta, as owner and operator of the Hartsfield Atlanta International Airport, has undertaken a major expansion of the Airport to accommodate the increasing air traffic at the airport, including construction of a Fifth Runway; and

**WHEREAS**, the Fifth Runway construction project will require the removal and relocation of power lines, poles, a substation and related equipment, among other things, owned and operated by Georgia Power Company; and

**WHEREAS**, in order to accomplish the relocation, Georgia Power Company requires the reimbursement of costs associated therewith, including advance payment for acquisition of materials that require lead time and for preliminary engineering charges; and

**WHEREAS**, it is necessary to enter into an agreement with Georgia Power Company in order to provide for accomplishment of the work by Georgia Power Company and reimbursement of the cost thereof by the City, as hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA**, that the Mayor be and he hereby is authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement with Georgia Power Company covering the temporary relocation of power lines and substation equipment from the area of the Fifth Runway Project at Hartsfield Atlanta International Airport, subject to reimbursement of the cost thereof by the City up to an amount not to exceed at total of \$6,847,466.00, including an initial, advance payment in the amount of \$2,984,280.00 on November 1, 2000 or at the time of execution of the reimbursable agreement, whichever is later, and containing other terms and conditions substantially in accordance with those set forth in the document attached hereto as Exhibit A, and made a part hereof by reference.

**BE IT FURTHER RESOLVED** that the cost to the City under said Agreement shall be charged to and paid from Fund Account Center No. 2H27 529010 R21E050693CG.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare the said agreement for execution by the Mayor, to be approved as to form by the City Attorney.



**BE IT FINALLY RESOLVED** that the said Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to Georgia Power Company.

A true copy,

*Rhonda Dauphin Johnson*  
Municipal Clerk, CMC

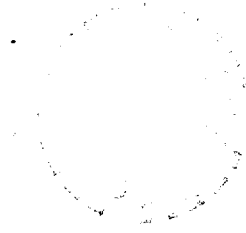
**ADOPTED** as amended by the Council  
**APPROVED** by the Mayor

NOV 06, 2000  
NOV 14, 2000



**EXHIBIT A**  
**Terms and Conditions**  
**To be Contained in Georgia**  
**Power Agreement**

- (1) The City will pay Georgia Power Company (GPC) the sum of \$2,984,280.00 to cover a payment for long-lead materials such as transformers, high voltage cable, switchgear, breakers and engineering. Also included is a down payment required to place the order that keeps payment to a minimum while preserving the ability to receive the item on schedule. Initial payment to GPC will be November 1, 2000 or at the time of the execution of the reimbursable agreement , whichever is later.
- (2) Upon receipt of invoices based on actual cost documentation, as deemed appropriate by the Aviation General Manager, the City will make monthly payments to Georgia Power for all project costs incurred on the project.
- (3) The City will provide property suitable for a new substation with a fenced area of 300'x 300' and allowances for the required setbacks. The new substation location will be agreed upon by the parties and shown on an appropriate exhibit. GPC will grade the site. Payments to GPC from the City for this work will be included in item 2 above.
- (4) Georgia Power will coordinate its construction schedule as mutually agreed to by the City in order to meet the City's construction schedule for the Fifth Runway.
- (5) Georgia Power will dismantle and remove all existing infrastructure, including transmission, distribution and service lines, pole towers, substation equipment and fiber optics.

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- (6) Georgia Power and the City will exchange easements/rights for existing lines and substation for new routing and substation location at no additional cost to the City or GPC. The City will pay GPC for legal and survey expenses to complete the transfer of easements/rights. These costs will be included in the payments referenced in Item 2 above.
- (7) A subsequent agreement will provide for permanent relocation of transmission lines into three duct banks to be constructed by GPC or by one of GPC's authorized contractors.
- (8) Other terms and conditions as deemed necessary to protect the best interest of the City.

RCS# 2389  
11/06/00  
6:31 PM

Atlanta City Council

Regular Session

00-R-1580

GA Power Agree. re. Hartsfield's 5th  
Runway Proj.-not to exceed \$6,847,466.00  
ADOPT

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 3  
ABSENT 1

Y McCarty	Y Dorsey	Y Moore	E Thomas
B Starnes	Y Woolard	E Martin	Y Emmons
Y Bond	Y Morris	Y Maddox	Y Alexander
Y Winslow	E Muller	Y Boazman	NV Pitts

CORRECTED COPY

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